

# **EXHIBIT**

# **F**

03/31/2010

AGENCY		
Major	Sub	Minor
08693	0000	

**AMERICAN SECURITY INSURANCE COMPANY  
RESIDENTIAL PROPERTY  
FLOOD COVERAGE  
ADDITIONAL INSURED ENDORSEMENT**

POLICY NUMBER: FLR2105426384

LOAN  
NUMBER: 0012049227

ADDITIONAL INSURED - NAME AND ADDRESS (Street No., City, State, Zip) :

JAMES EDWARD RICHARDS  
CINDY L RICHARDS  
P O BOX 349  
DILLONVALE, OH 43917

NAMED INSURED MORTGAGEE - Name and Address:

RBS CITIZENS, N.A.  
ISAOA, ATIMA  
P O BOX 202060  
FLORENCE, SC 29502-2060

1-866-826-4904

POLICY PERIOD :	AMOUNT OF INSURANCE :		\$123,347
EFFECTIVE TIME: 12:01 AM	PROVISION FOR MUNICIPAL INSURANCE PREMIUM TAX	TAX CODE	
12 months from: 01/21/2010 to: 01/21/2011		TOTAL TAX AND/OR SURCHARGE	
DESCRIBED LOCATION (if different from mailing address above) 107 WATSON ST DILLONVALE, OH 43917	ANNUAL PREMIUM AMOUNT		\$1,110.00
	ANNUAL TOTAL CHARGED		\$1,110.00
MSP-RFL-J (10/88),MSP-R-FL (10/88),MSP-FL-ICC-END (8/00),MSP-R-FL-END-OH (05-08) NOT-OH-R-C(1-97),CP13000A-R(3-09)			

Subject to the terms and provisions of the Mortgage Service Program, Residential Property Mortgagee's Flood Policy, including but not limited to the Residential Property Flood coverage form attached hereto, it is agreed that the Insurance applies to the property described above and to any person shown as an Additional Insured with respect to such property, subject to the following additional provisions:

- (a) The above Named Insured Mortgagee is authorized to act for such Additional Insured(s) in all matters pertaining to this insurance including receipt of Notice of Cancellation, and return premium, if any.
- (b) The Named Insured Mortgagee is authorized to advance all funds to be recovered from the Additional Insured(s) for the insurance afforded.
- (c) Loss, if any, shall be adjusted with and payable to the above Named Insured Mortgagee, and the Additional Insured(s) as their interests may appear, either by a single instrument so worded or by separate instruments payable respectively to the Named Insured Mortgagee and the Additional Insured, at the company's option.

**DEDUCTIBLE**

For all perils, the sum of \$750 shall be deducted from the amount which would otherwise be recoverable for each loss separately occurring; however, any building or structure located in the "V" zone or with the elevation of the lowest floor below the Base Flood Elevation (BFE) defined in the Federal National Flood Insurance Program, a \$750 deductible applies. These deductibles shall apply separately to each building or structure.

**THIS POLICY ONLY COVERS BUILDINGS AND STRUCTURES. IT DOES NOT COVER YOUR CONTENTS OR PERSONAL PROPERTY. THIS POLICY IS A LEGAL CONTRACT BETWEEN THE COMPANY AND YOU.**

**STATE EXCEPTIONS**

VA-Section "a" is amended to read: The Named Insured Mortgagee named in Item 1 of the policy declaration is authorized to act for such Additional Insured(s) in all matters pertaining to this insurance and returned premiums if any, but excluding receipt of Notice of Cancellation.

**CLAIMS INFORMATION ONLY**

1-800-326-2845

**ALL OTHER INQUIRIES**

1-866-826-4904

MSP-VRFL-A (5/91)

FPR291

AMERICAN SECURITY GROUP  
P.O. BOX 50355, ATLANTA, GA 30302

A STOCK INSURANCE COMPANY  
HEREIN CALLED THIS COMPANY  
INCORPORATED UNDER  
THE LAWS OF DELAWARE

**READ YOUR POLICY CAREFULLY**

## **Residential Flood Policy**

This policy only covers buildings and structures. It does not cover your contents. In addition, the amount of insurance may not be high enough to fully indemnify you in case of a loss to Covered Property.

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THIS POLICY JACKET TOGETHER WITH THE RESIDENTIAL PROPERTY FLOOD FORM, DECLARATIONS AND ENDORSEMENTS, IF ANY, ISSUED TO FORM A PART THEREOF, COMPLETES THIS POLICY.

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**YOUR RESIDENTIAL PROPERTY FLOOD POLICY  
QUICK REFERENCE**

**DECLARATIONS PAGE**

Your Name  
Location of Your Residence  
Policy Period  
Coverages  
Amounts of Insurance  
Deductible

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## RESIDENTIAL PROPERTY FLOOD COVERAGE

### AGREEMENT

We will provide the insurance described in this policy in return for the premium and compliance with all applicable provisions of this policy.

### DEFINITIONS

Throughout this policy "you" and "your" refer to the "Named Insured," (Mortgagee) and the "Additional Insured" (Mortgagor) shown in the Declarations. "We" "our," and "us" refer to the Company providing this insurance. In addition, certain words and phrases are defined as follows:

1. "Base flood" means the flood having a one percent chance of being equalled or exceeded in any given year.
2. "Actual Cash Value" means the cost to repair or replace at the time of loss, less depreciation.
3. "Post-FIRM building" means a building for which the start of construction or substantial improvement occurred after December 31, 1974, or on or after the effective date of the initial Flood Insurance Rate Map (FIRM) for the community in which the building is located, whichever is later.

### COVERAGES

This insurance applies to the Described Dwelling Property for which an Additional Insured Endorsement has been issued, upon which a Covered Structure(s) is situated and which is not otherwise excluded.

#### 1. Covered Structures

We cover:

- a. the dwelling on the Described Dwelling Property, used principally for dwelling purposes not to exceed four (4) living units including, but not limited to, individually owned townhouses or permanently situated mobile homes;
- b. structures attached to the dwelling;
- c. materials and supplies on or adjacent to the Described Dwelling Property for use in the construction, alteration, or repair of the dwelling or other structures on this location; and
- d. if not otherwise covered in this policy, building equipment and outdoor equipment used for the service of and located on the Described Dwelling Property.

#### 2. Property Not Covered

- a. Personal Property or contents of any kind.
- b. Fences, retaining walls, seawalls, swimming pools, bulkheads, wharves, piers, bridges, docks; other open structures located on or over water, including boathouses or similar structures or buildings into which boats are floated or moored.
- c. Land values, lawn, trees, shrubs or plants, signs, growing crops, or livestock; underground structures and equipment including wells, septic tanks or septic systems; those portions of walks, walkways, driveways, patios, and other surfaces, all of whatever kind of construction, located outside the perimeter, exterior walls of the Covered Structure.
- d. Buildings, including machinery and equipment which are part of the building, where more than 49 percent of the Actual Cash Value of such buildings is below ground, unless the lowest level is at or above the Base Flood elevation or the adjacent ground level by reason of earth having been used as an insulation material in conjunction with energy efficient building techniques.
- e. Aircraft, any self-propelled vehicle or machine and motor vehicles, including their parts and equipment, trailers on wheels and other recreational vehicles whether affixed to a permanent foundation or on wheels; watercraft, including their furnishings and equipment.
- f. Enclosures, contents, machinery, building components, equipment and fixtures located at an elevation lower than the lowest elevated floor of an elevated Post-FIRM building (except for the required utility connections and the footing, foundation, posts, pilings, piers or other foundation walls and anchorage system as required for the support of the elevated Post-FIRM building), including a manufactured (i.e., mobile) home; finished basement walls, floors, ceilings and other improvements to a basement having its floor subgrade on all sides (except for drywalls and sheetrock walls and ceilings, whether finished or unfinished, all only to the extent of replacing them with unfinished [i.e., nailed to framing but not taped or otherwise finished with paint or other covering] drywall or sheetrock ceilings or walls, and except for fiberglass insulation) and contents, machinery, building equipment and fixtures in such basement areas; except that, as to this subparagraph (F), coverage is provided in basement areas and in areas below the lowest elevated floor of an elevated Post-FIRM building for sump pumps, well water tanks, well water tank pumps, oil tanks and the oil in them, cisterns and the water in them, natural gas tanks and the gas in them, pumps and/or tanks used in conjunction with solar energy systems, furnaces, hot water heaters, air conditioners, heat pumps and electrical junction and circuit breaker boxes; and coverage is also provided in basement areas and in areas below the lowest elevated floor of an elevated Post-FIRM building for stairways and staircases attached to the building which are not separated from the building by elevated walkways and for elevators and relevant equipment, except for such relevant equipment located below the base floor elevation if such relevant equipment was installed on or after October 1, 1987.

- g. A manufactured (i.e., mobile) home located or placed within a Federal Emergency Management Agency - designated Special Flood Hazard Area that is not anchored to a permanent foundation to resist flotation, collapse, or lateral movement (i) by over-the-top or frame ties to ground anchors or (ii) in accordance with manufacturer's specifications or (iii) in compliance with the community's flood plain management requirements.
- h. Units or structures which are primarily containers, rather than buildings (such as gas and liquid tanks).
- i. A building newly constructed or substantially improved on or after October 1, 1983, in an area designated as an undeveloped coastal barrier within the Coastal Barrier Resource System established by the Coastal Barrier Resources Act (Pub. L.97-348).

#### **PERILS INSURED AGAINST**

We insure against all direct physical loss or damage to covered property by and from the peril of flood as defined below:

"Flood" or "Flooding" means:

- 1. A general and temporary condition of partial or complete inundation of normally dry land areas from:
  - a. The overflow of inland or tidal waters;
  - b. The unusual and rapid accumulation or runoff of surface waters from any source; or
  - c. Mudslides (i.e., mudflows) which are proximately caused by Flooding as defined above and are akin to a river of liquid and flowing mud on the surfaces of normally dry land areas, including the Described Dwelling Property, as when earth is carried by a current of water and deposited along the path of the current.
- 2. The collapse or subsidence of land along the shore of a lake or other body of water as a result of erosion or undermining caused by waves or currents of water exceeding the cyclical levels which result in Flooding as defined in 1a above.

#### **PERILS EXCLUDED**

- 1. Loss caused by theft, fire, windstorm, wind, explosion, earthquake, land sinkage, land subsidence, landslide, destabilization or movement of land and consequential loss, including loss of income or profits, resulting from the accumulation of water in subsurface land areas, gradual erosion, or any other earth movement except such mudslides (i.e., mudflows) or erosion as is covered under the peril of Flood.
- 2. Loss caused by rain, snow, sleet, hail, water spray, freezing, thawing, the pressure or weight of ice or water, sewer backup or seepage of water unless the property covered has been, for the same time, damaged by a Flood.
- 3. Water, moisture or mudslide (i.e., mudflow) damage resulting primarily from any condition substantially confined to the insured building or from any condition which is within the control of the Named or Additional Insured (including but not limited to design, structural or mechanical defects, failures, stoppages, or breakages of water of sewer lines, drains, pumps, fixtures, or equipment).
- 4. Loss which is in progress as of 12:01 A.M. of the first day of the policy term.
- 5. Loss from a Flood which is confined to the Described Dwelling Property of which your Covered Structure is situated, unless the Flood is displaced over two acres of the Described Dwelling Property.
- 6. Loss caused by or contributed to in any manner due by your modification to the Described Dwelling Property on which the Covered Structure is situated which materially increased the risk of Flooding.
- 7. Loss caused intentionally by you or any member of your household.
- 8. Loss caused by or resulting from power, heating or cooling failure, unless such failure results from physical damage to power, heating or cooling equipment situated on the Described Dwelling Property where the Covered Structure is situated, caused by Flood.
- 9. Loss caused directly or indirectly by (1) hostile or warlike action in time of peace or war, including action in hindering, combating or defending against an actual, impending or expected attack, (a) by any government or sovereign power (de jure or de facto), or by any authority maintaining or using military, naval or air forces, or (b) by military, naval or air forces, or (c) by an agent of any such government, power, authority or forces, it being understood that any discharge, explosion or use of any weapon of war employing nuclear fission or fusion shall be conclusively presumed to be such a hostile or warlike action by such a government, power, authority or forces; (2) insurrection, rebellion, revolution, civil war, usurped power, or action taken by governmental authority in hindering, combating or defending against such an occurrence.
- 10. Loss caused by nuclear reaction or nuclear radiation or radioactive contamination, all whether controlled or uncontrolled, or due to any act or condition incident to any of the foregoing, whether such loss be direct or indirect, proximate or remote, or be in whole or in part caused by, contributed to, or aggravated by Flood.

#### **OTHER COVERAGES**

##### **1. Other Structures**

Subject to the provisions of this article, we cover other structures on the Described Dwelling Property, separated from the dwelling by clear space. Structures connected to the dwelling by only a fence, utility line or similar connection are considered to be other structures.

We do not cover other structures:

- a. used in whole or in part for commercial, manufacturing or farming purposes; or
  - b. rented or held for rental to any person not a tenant of the dwelling, unless used solely as a private garage.
- The amount of insurance on other structures shall be limited to 10% of the dwelling coverage as an additional amount of insurance.

## 2. Debris Removal

Within the limits of your coverage, we cover any expense you incur as a result of removing debris of, on or from the Described Dwelling Property so long as the debris problem was directly caused by a Flood, including the value of your own labor and the labor of members of your household at prevailing Federal minimum wage rates.

## 3. Loss Prevention Expenses

We cover the reasonable expenses incurred by you for the purchase of (i) sandbags, including sand to fill them and plastic sheeting and lumber used in connection with them, (ii) fill for temporary levees, (iii) pumps, and (iv) wood, all for the purpose of protecting the Covered Structure due to the imminent danger of a Flood loss, including the value of your labor and the labor of members of your household at prevailing Federal minimum wage rates, in an aggregate amount up to the amount of \$500. The policy's deductible amount, as indicated on the Additional Insured Endorsement, shall not be applied to this reimbursement, but shall be applied to any other benefits under the policy's coverage. For reimbursement under this article to apply, the following conditions must be met:

- (i) The insured property must be in imminent danger of sustaining Flood damage; and
- (ii) The threat of Flood damage must be of such imminence as to lead a person of common prudence to apprehend flood damage; and
- (iii) A general and temporary condition of Flooding in the area must occur, even if the Flooding does not reach the insured property, or a legally authorized official must issue an evacuation order or other civil order for the community in which the insured property is located calling for measures to preserve life and property from the peril of Flood.

## CONDITIONS

1. Policy Period. This Policy applies only to loss which occurs during the policy period.
2. Other Insurance. If there is any other valid or collectible insurance which would attach if the insurance under this policy has not been effected, this insurance shall apply only as excess and in no event as contributing insurance and then only after all other insurance has been exhausted.
3. Insurance Interest and Limit of Liability. Even if more than one person has an insurable interest in the Described Dwelling Property covered, we shall not be liable for:
  - a. an amount greater than the interest of the persons insured under this policy; or
  - b. more than the limit of liability that applies, whichever is less.

If the Described Property is vacant and the mortgage on the property has been declared in default by the Mortgagee at the time of a loss, we shall be liable for no more than the Mortgagee's interest in the property at the time of loss.

The Mortgagee's interest is represented by the Mortgagor's unpaid balance, less unearned interest and finance charges, less unearned insurance premiums, less collection and foreclosure expenses, and less late charges and penalties added to the Mortgagor's unpaid balance after the inception date of this policy.

4. Concealment or Fraud. We do not provide coverage if you have intentionally concealed or misrepresented any material fact or circumstance relating to this insurance. We do not provide coverage if you have acted fraudulently or made false statements relating to this insurance whether before or after loss.
5. Your Duties After Loss. In case of a loss to which this insurance may apply, you shall see that the following duties are performed:
  - a. give immediate notice to us or our agent;
  - b. protect the property from further damage, make reasonable and necessary repairs required to protect the property, and keep an accurate record of repair expenditures;
  - c. exhibit the damaged property as often as we reasonably require;
  - d. submit to signed statements and examinations under oath; and
  - e. submit to us, within 60 days after we request, your signed, sworn statement of loss which sets forth, to the best of your knowledge and belief:
    - (1) the time and cause of loss;
    - (2) the interest of you and all others in the property involved and all encumbrances on the property;
    - (3) other insurance which may cover the loss;
    - (4) changes in title or occupancy of the property during the term of the policy; and specifications of any damaged building and detailed estimates for repair of the damage.
6. Loss Settlement. Covered property losses are settled as follows:
  - A. Buildings at replacement cost without deduction for depreciation, subject to the following:
    - (1) We will pay the cost of repair or replacement, without deduction for depreciation, but not exceeding the smallest of the following amounts:

- (a) the limit of liability under this policy applying to the Covered Structure;
  - (b) the replacement cost of that part of the Covered Structure damaged for equivalent construction and use on the same premises; or
  - (c) the amount actually and necessarily spent to repair or replace the damaged Covered Structure.
- If the full cost to repair or replace the damaged property is more than \$1,000 or 5% of the limit of liability for the Covered Structure, we will pay no more than the Actual Cash Value until actual repair or replacement is completed.
- You may disregard these replacement cost loss settlement provisions when making a claim. You may claim loss to Covered structures on Actual Cash Value basis. If you do, you may make further claim within 180 days after the loss based upon and for any specific additional cost to you actually incurred within the period in replacing the damaged property on a replacement cost basis.
- B. Loss to the following types of property will be settled at the Actual Cash Value of the damaged property at the time of loss.
- (1) Structures that are not buildings.
  - (2) Antennas, carpeting, awnings, and outdoor equipment defined as Covered Structures, all whether attached to buildings.
- We will not pay more than the smallest of:
- (1) the cost to repair or replace the damaged property with property of like kind and quality;
  - (2) the Actual Cash Value of the damaged property; or
  - (3) the limits of liability of this policy applying to the property.
7. Salvage and Recoveries: When, in connection with any loss covered by this policy, any salvage or recovery is received subsequent to the payment of such loss, the loss shall be refigured on the basis of what it would have been settled for had the amount of salvage or recovery been known at the time the amount of loss was originally determined. Any amounts thus found to be due any party, including us, shall be promptly paid or reimbursed.
8. Our Option. If we give you written notice within 30 days after we receive your signed, sworn statement of loss, we may repair or replace any part of the property damaged with equivalent property.
9. Loss Clause: Payment of any loss under this policy shall not reduce the amount of insurance applicable to any other loss during the policy term which arises out of a separate occurrence of Flood; provided that all loss arising out of a continuous or protracted occurrence shall be deemed to constitute loss arising out of a single occurrence.
10. Loss to a Pair or Set. In case of loss to a pair or set, we may elect to:
- a. repair or replace any part to restore the pair or set to its value before the loss; or
  - b. pay the difference between Actual Cash Value of the property before and after the loss.
11. Glass Replacement. Covered loss to glass shall be settled on the basis of replacement with safety glazing materials when required by ordinance or law.
12. Loss Payment. We will adjust all losses with the Named Insured. Payment for loss will be made within 60 days after we reach agreement with the Named Insured, entry of a final court judgment, or the filing of an approved award with us. Loss will be made payable to the Named Insured and the Additional Insured as their interests appear, either by a single instrument so worded or by separate instruments payable respectively to the Named Insured and the Additional Insured, at our option. No coverage will be available to any Mortgagee other than that shown as the Named Insured on the Declarations page of this policy.
13. Appraisal. If the Named Insured and we fail to agree on the Actual Cash Value or amount of loss, either party may make written demand for an appraisal. Each party will select an appraiser and notify the other of the appraiser's identity within 20 days after the demand is received. The appraisers will select a competent and impartial umpire. If the appraisers are unable to agree upon an umpire within 15 days, the Named Insured or we can ask a judge of a court of record in the state of the Described Dwelling Property to select an umpire.
- The appraisers will appraise the loss, based on the method of payments specified in the policy for each item. If the appraisers submit a written report of an agreement to us, that amount will be the Actual Cash Value or amount of loss. If they cannot agree, they will submit their differences to the umpire. A written award by any two will determine the amount of loss.
- Each party will pay the appraiser it chooses and his expenses, and equally pay expenses for the umpire and all other expenses of the appraisal.
14. Our Right of Recovery (Subrogation). In the event of any claim under this policy, we are entitled to all your rights of recovery against another person. You must sign and deliver to us any legal papers relating to that recovery, do whatever else is necessary to help us exercise those rights and do nothing after loss to prejudice our rights.
- When you have made a claim under this policy and also recover from another person, the amount recovered from the other person shall be held by you in trust for us and reimbursed to us to the extent of any damages paid by us under this policy.
15. Suit Against Us. No action shall be brought unless there has been compliance with the policy provisions and the action is started within one year after the date of loss.
16. Abandonment of Property. You must take all reasonable steps to protect the property which a prudent interested party would take in the absence of this or other insurance. We need not accept any property abandoned by you.

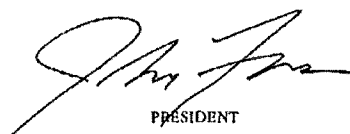


17. No Benefit to Bailee. We will not recognize any assignment or grant any coverage for the benefit of any person or organization holding, storing or transporting property for a fee regardless of any other provision of this policy.
18. Cancellation.
  - a. Coverage under this policy shall automatically and without prior notice, cancel when the Named Insured (Mortgagee) no longer has an interest in the Described Property or when the Named Insured (Mortgagee) has been provided with another policy that meets the requirements of the Named Insured (Mortgagee) as set forth in the mortgage agreement applicable to the described Property.
  - b. This policy may also be cancelled by the Additional Insured by returning it to us or notifying us in writing of the date cancellation is to take effect.
  - c. We may cancel this policy by mailing notice of cancellation to the Additional Insured (Mortgagor) at the address last known by us or by delivering the notice not less than 30 days prior to the effective date of cancellation.
  - d. We will mail to the Additional Insured (Mortgagor) at the address last known by us notice of non renewal not less than 30 days before the end of the policy period, if we decide not to renew or continue this policy.
19. Return of Premium. When this policy is cancelled, the premium for the period from the date of cancellation to the expiration date will be refunded pro rata.  
If the return premium is not refunded with the notice of cancellation or when this policy is returned to us, we will refund it within a reasonable time after the date cancellation takes effect. The return of premium is not a condition of the cancellation.
20. Liberalization Clause. If we adopt any revision which would broaden the coverage under this policy without additional premium within 60 days prior to or during the policy period, the broadened coverage will immediately apply to this policy.
21. Waiver or Change of Policy Provisions. A waiver or change of any provision of this policy must be in writing by us to be valid. Our request for an appraisal or examination shall not waive any of our rights. No course of conduct nor any indulgences, waivers, extensions, forbearances, non-enforcement of policy conditions, or the like, extended at or over any time or from time to time by the Company to the Named Insured or anyone shall waive, nullify, or modify any policy provision as to any other occasion or waive, nullify, or modify any other policy provision.
22. Assignment. Assignment of this policy shall not be valid unless we give our written consent.

In Witness Whereof, we have caused this policy to be executed and attested, and, if required by state law, this policy shall not be valid unless countersigned by our authorized representative.



SECRETARY



PRESIDENT

**INCREASED COST OF COMPLIANCE  
COVERAGE ENDORSEMENT**

This endorsement provides increased cost of compliance coverage for the consequential loss resulting from the enforcement of a floodplain management ordinance or law. We shall pay for that portion of the increase in cost to elevate, floodproof, relocate, and/or demolish an insured structure including the cost to discontinue any utility service at the described location.

**Coverage**

Coverage shall apply only to a structure that has sustained a flood loss provided:

1. The structure qualifies as a repetitive loss structure; or
2. The amount of the damage to the structure from such flood loss is equal to or more than 50% of the market value of the structure.

**Limit of Liability**

1. We will not pay more than \$15,000 as the result of any one flood.
2. The amount of insurance hereunder is in addition to the coverage amount applying to the building provided that the total amount of insurance applicable to the building and increased cost of compliance coverage does not exceed our limit of liability stated on the declarations page.

**Exclusions**

This coverage does not apply to the following:

1. Any increased cost due to enforcement of any floodplain management ordinance or law in communities participation in the NFIP's Emergency Program.
2. Any law or ordinance or building code upgrade that is not specifically required by the applicable floodplain management law or ordinance.
3. Any increased cost due to the enforcement of any floodplain management ordinance or law applicable to the structure prior to the loss.
4. Any activity that does not meet the standard or minimum requirements of FEMA or the NFIP.
5. Any structure insured under a group flood insurance policy issued by the federal government.
6. The loss of market value or residual value of the undamaged portion of a structure.
7. Any appurtenant structures.
8. Assessments made by a condominium association on individual condominium unit owners to pay increased costs of repairing commonly owned buildings or property after a flood in compliance with a flood plain management ordinance or law.

**Conditions**

1. Coverage shall apply only to a floodplain management ordinance or law that meets the requirements of the NFIP or FEMA.
2. The state or community must enforce the floodplain management ordinance or law on the damage structure.
3. The structure must be elevated, floodproofed, demolished, or relocated within two (2) years from the date of loss.
4. All loss payments under this coverage shall be paid only after the structure has been elevated, floodproofed, demolished or relocated.
5. The deductible stated in the policy shall not apply to the coverage afforded by this endorsement.

**For the purposes hereof, the following words are defined:**

1. FEMA shall refer to the Federal Emergency Management Agency.
2. Market value shall mean the selling price as of the date of loss.
3. NFIP shall refer to the National Flood Insurance Program.
4. Repetitive Loss Structure means a structure that:
  - a. Has suffered at least two (2) losses from flood within a 10 year period; and
  - b. For each loss occurrence during the 10 year period, the average damage must at least equal 25% of the market value of the structure; and
  - c. Each loss was insured under a flood insurance policy or policies.
5. Structure shall mean a building intended for occupancy at the described location and subject to a cumulative, substantial damage provision or repetitive loss provision of a floodplain management law or ordinance.
6. Ten year period is calculated from the date of loss.

**ALL OTHER TERMS AND CONDITIONS REMAIN THE SAME.**

Mortgage Service Program  
Residential Property Flood Coverage  
Ohio Amendatory Endorsement

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Form MSP-R-FL is changed.

Under **CONDITIONS**, Item 18. Cancellation, is deleted in its entirety and is replaced by the following:

**18. Cancellation:**

- a. Coverage under this policy shall automatically be deleted when the Named Insured no longer has an interest in the Described Property or when the Named Insured has been provided with another policy that meets the requirements of the Named Insured as set forth in the mortgage agreement applicable to the Described Property. Coverage deletion under this Paragraph shall be deemed to be at the request of the Named Insured, due to the Additional Insured's compliance with the insurance requirements of the mortgage agreement.
- b. This policy may be cancelled by the Named Insured by returning it to us or notifying us in writing of the date cancellation is to take effect.
- c. When this policy has been in effect for more than 90 days, We may cancel this policy by mailing notice of cancellation to the Named Insured at the address shown on the Additional Insured Endorsement or by delivering the notice not less than 30 days prior to the effective date of cancellation. Notice of cancellation for this policy shall not be issued unless it is based on one of the following grounds:
  - (1) Nonpayment of premium;
  - (2) Discovery of fraud or material misrepresentation; (3) Discovery of a moral hazard or willful or reckless acts or omissions on the part of the Named Insured that increase any hazard insured against;
  - (4) The occurrence of a change in the individual risk which substantially increases any hazard insured against after insurance coverage has been issued or renewed;
  - (5) Loss of applicable reinsurance or a substantial decrease in applicable reinsurance;
  - (6) Failure of an insured to correct material violations of safety codes or to comply with reasonable written loss control recommendations;
  - (7) A determination by the superintendent of insurance that the continuation of the policy would create a condition that would be hazardous to the policyholders or the public.

If cancellation results from non-payment of premium, we will mail or deliver the notice of cancellation at least 10 days before the effective date of cancellation.

- d. We will mail to the Named Insured at the address shown on the Additional Endorsement, notice of non renewal not less than 30 days before the end of the policy period, if we decide not to renew or continue this policy.

**ALL OTHER TERMS AND CONDITIONS REMAIN THE SAME.**



**ASSURANT**  
Solutions®



**ASSURANT**  
Specialty  
Property®

### **Privacy Policy**

You are a valued customer and we strive to meet your privacy concerns. We want to make sure your personal information is protected and that you understand the policies that protect you. There are several legal terms in our privacy policy that we are required to use. We've tried to provide easy-to-understand explanations of the most frequently used legal terms. You'll find the same terms used in many companies' privacy policies.

Assurant Solutions and Assurant Specialty Property companies and other insurers that operate under this Privacy Policy ("we") provide insurance, service contracts and membership products. Our products are offered on behalf of other companies and through our agents. These other companies may be banks; finance companies; retailers; utilities; automobile dealers; manufactured housing and mortgage companies. Those companies that qualify as financial institutions must give our Privacy Policy to you each year. If you have asked not to be solicited, that request is still in effect. You do not need to contact us again. This is not a solicitation. You do not need to respond.

This Privacy Policy gives you examples of the types of data we collect, use, share or disclose; and the kinds of companies with whom we may share such data. These examples serve only as illustrations; they should not be considered all of the data we may collect, use or share. Also, we will comply with state privacy laws that may apply to data about you. Below is our privacy pledge to you:

#### ***Our Privacy Principles:***

- We do not sell your personal information.
- We do not share customer medical information with anyone within the Assurant Solutions or Assurant Specialty Property family of companies unless you expressly authorize the sharing, or it is permitted or required by law.
- We do not allow those with whom we do business to use our customer information for their own marketing purposes.
- We contractually require any person or business providing products or services on our behalf to safeguard our customer information.

#### ***Information We May Collect***

Types of information we may collect and how we gather it:

- From you (or provided to us on your behalf), on applications and other forms you submit to us; for example: your name; address; social security number; telephone number; employer; and income.
- For your transactions with our companies or other nonaffiliated parties; for example: your name; address; telephone number; age; credit card use; insurance coverage; transaction history; claims history; and premiums.
- From consumer reporting agencies, public records and data collection agencies; for example: your obligations with others and your creditworthiness.
- From health care providers, such as doctors and hospitals; for example: your past or present health condition. Health data will be collected **only** if we need to find out if you are eligible for coverage, process claims, prevent fraud, as authorized by you or as the law may permit or require. NOTE: We collect health data **only** to manage a health-related product or service; for example: life or disability insurance, for which you applied.
- From you when you enroll, request a service, or file a claim on one of our websites; for example: your name, address, contract number, credit card issuer and account number, personal identification number, e-mail address, service contract and claim information.
- In some cases, from your visits to our internet websites; for example: session number and user ID. By reviewing the legal notice, terms of use, site agreement or similar named link appearing on any of our websites that you visit you may learn of any "cookies" utilized by us and of any additional information that may be collected from you on that site.

***Information We May Disclose or Share and with Whom***

We may share customer information with other entities as needed to deliver products and services to you, provide customer service, or handle your account.

***Disclosures Permitted by Law***

We may share customer information as described above and as permitted by law.

***Disclosures for Joint Marketing and Servicing***

We may share customer information with persons or organizations inside or outside our family of companies that perform marketing services for us or with whom we have joint marketing agreements.

***Information Regarding Former Customers***

We treat the information of prospective and former customers in the same manner as existing customers with respect to the use of personal information.

***Our Security Procedures***

We restrict access to customer information to those employees whom we know have a valid business purpose to have access to such data. We maintain physical, electronic and procedural safeguards. We require those who provide services for us and to whom we provide your data to keep your information safeguarded and confidential.

***Changes to this Privacy Policy***

We reserve the right to change this Privacy Policy at any time. If we make material changes, we will provide current customers a new notice that describes our new practices and will post it on our Internet websites.

***Notice of Insurance Information Practices***

We may collect personal information from persons other than the individual or individuals proposed for coverage. Personal information as well as other personal or privileged information subsequently collected by us may in certain circumstances be disclosed to a third party without your authorization. You have the right to access and correct all personal information collected. A more complete Notice of Insurance Information Practices will be furnished to you upon request.

***New Mexico and Vermont Residents***

As required by state law, we will not share your financial or health data without your permission except as allowed by applicable New Mexico or Vermont law.

The following companies underwrite or market services under the Assurant Solutions or Assurant Specialty Property service marks or adhere to this Privacy Policy. We value our relationship with you. Should you have any questions about our Privacy Policy, please write to us at The Assurant Solutions/Assurant Specialty Property Privacy Office, Post Office Box 979047, Miami, FL 33197-9047 or e-mail us your question at [theprivacyoffice@assurant.com](mailto:theprivacyoffice@assurant.com).

***Affiliates:***

American Bankers General Agency, Inc.  
American Bankers Insurance Company of Florida  
American Bankers Life Assurance Company of Florida  
American Bankers Management Company, Inc.  
American Memorial Life Insurance Company  
American Reliable Insurance Company  
American Security Insurance Company  
Assurant Service Protection, Inc.  
Assurant Services of Puerto Rico, Inc.  
Caribbean American Life Assurance Company  
Caribbean American Property Insurance Company  
Consumer Assist Network Association, Inc.  
Federal Warranty Service Corporation  
Insureco, Inc.  
Insureco Services & Insurance Agency, Inc.  
National Insurance Agency

Reliable Lloyds Insurance Company  
Roadgard Motor Club, Inc.  
Service Delivery Advantage, LLC  
Standard Guaranty Insurance Company  
Sureway, Inc.  
Time Insurance Company  
Tracksure Insurance Agency, Inc.  
Union Security Insurance Company  
Union Security Life Insurance Company of New York  
United Family Life Insurance Company  
United Service Protection, Inc.  
United Service Protection Corporation  
Voyager Indemnity Insurance Company  
Voyager Service Programs, Inc.  
Voyager Service Warranties, Inc.

***Non-Affiliates:***

Ranchers and Farmers Mutual Insurance Company  
Republic Lloyds

Southern County Mutual Insurance Company  
State and County Fire Mutual Insurance Company

**American Security Insurance Company**

**APPLICATION AND CLAIM FORM ADDENDUM  
STATE OF OHIO**

Any person who, with intent to defraud or knowing that he/she is facilitating a fraud against us, submits an application or files a claim containing a false or deceptive statement is guilty of insurance fraud.